

No. NH-12013/05/2020/AS/Zone-V
(C.No. 189306)

Government of India
Ministry of Road Transport & Highways
(Zone NE)

(1 Transport Bhawan, Parliament Street, New Delhi – 110001)

Dated: - 10.09.2025

OFFICE MEMORANDUM

Subject: Balance Work for Construction of 2 lane Major Bridge including approaches over Brahmaputra between Majuli on North Bank and Jorhat on South Bank from km. 11.690 to km. 19.715 (length of bridge 6,812.5 m) (Package - II) on NH-715K in the state of Assam. (Job No 715/AS/2020-21/213)-Reg.

Please find enclosed herewith minutes of the meeting of Evaluation Committee (EC) under chairmanship of CE (NE) held on 03.09.2025, with regard to technical evaluation of the bids for the subject work for kind information and necessary action.



(Monendra Kumar Mahilange)
Asstt. Executive Engineer (Zone NE)
For DG (RD) & SS

To: -

1. Chief Engineer (Zone NE), MORTH
2. Chief Engineer (NH), PWD, Assam
3. Superintending Engineer (Zone NE), MORTH
4. Superintending Engineer (Zone West), MORTH
5. Representative of Finance Wing, MoRTH

Copy to:-

1. RO, Guwahati

Minutes of Meeting of Evaluation Committee (EC) under chairmanship of CE (NE) held on 03.09.2025 at 03:00 PM with regard to Technical Evaluation of Bids for the work of "Balance work for Construction of 2 lane Major Bridge including approaches over Brahmaputra between Majuli on North Bank and Jorhat on South Bank from km. 11.690 to km. 19.715 (length of bridge 6,812.5 m) (Package - II) on NH-715K in the state of Assam (Job No 715/AS/2020-21/213))"

A meeting of Evaluation Committee (EC) under chairmanship of CE (NE) was held on 03.09.2025. The meeting was joined by CE, PWD Assam, SE (Zone - West), and Advisor (Cost), IFD over Video Conferencing (VC). At the very outset CE (NE) welcomed all the members of EC and asked the SE (NE), the Member Secretary to start the proceedings.

2. The SE (NE) informed that the instant work was originally being executed in EPC mode by M/s U.P State Bridge Corporation Ltd. (M/s UPSBCL). Upon withdrawal of the contractor on 04.12.2024, with physical progress achieved by the contractor as 30.65%, the balance work for Majuli Bridge was sanctioned by Ministry on 29.03.2025 for execution in item rate mode. The tender for the subject work, having an amount of Rs. 600.51 Crore as cost put to tender, was invited by Ministry vide Notice Inviting tender No. NH-12013/05/2020/AS/Zone-V dated 22.05.2025, along with subsequent corrigendum dated 01.07.2025, 11.07.2025 and 21.07.2025 with the bid due date of 28.07.2025.

3. Subsequently, the technical bids were opened on 29.07.2025. Total Three (3) numbers of bids were received for the instant work by the bid due date i.e., 28.07.2025. The list of bidders for the instant work is: -

- i. M/s Larsen & Toubro Limited, ECC Division, Mount Poonamalle Road, Manapakkam, P.B. No. 979, Chennai-600089, India.
- ii. M/s SPS Construction India Pvt. Ltd., 47, Sector 9, Panchkula-134113, Haryana.
- iii. M/s Ashoka Buildcon Ltd.-Aakshya Infra Projects Pvt. Ltd. Joint Venture (JV), S No. 861, Ashoka House, Ashoka Marg, Vadala, Nashik-422011, Maharashtra, India.

4. The EC met on 19.08.2025 to evaluate the technical bids based on the provision of the RFP provisions and two representations received from non-participating firms i.e., (i) M/s S. M. Infraprojects vide their letter no. Nil dated 07.08.2025 and, (ii) M/s T and T Infra Ltd. vide their letter no. T&T/Tender/2025/290 dated 09.08.2025. Both representations were made against the bidder, M/s SPS Construction India Pvt. Ltd., alleging deliberate concealment of the fact that the Aguwani-Sultanganj Bridge in Bihar had collapsed multiple times. They also cited the declaration of non-performer status issued to the bidder by NHIDCL, vide letter no. RO/A-T/KT-D/2020/102/1/9043 dated 13.05.2022, which was subsequently withdrawn on 20.09.2023.

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4.1. As per Clause 2.1.14. of the RFP, "The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority), if it attracts any or more of the following conditions in any of its on-going or completed project:

.....

(xi) Occurrence of minor failure of structures / highway due to construction defect wherein no casualties are reported (casualties include injuries to human being / animals);

(xii) Occurrence of major failure of structures / highway due to construction defect wherein no casual ties are reported (casualties include injuries to human being / animals);

(xiii) Occurrence of major failure of structures / highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority;

.....

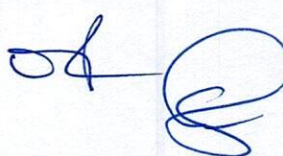
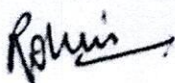
The Bidder, including individual or each member of Joint Venture, shall give the list of the projects of Expressways, National Highways, ISC & EI works of Ministry of Road Transport & Highways or its implementing agencies (NHAI/ NHIDCL/State PWDs) and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix - IA).

.....

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority in this case shall be final."

And;

As per Clause 2.6.3. of the RFP, "In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the



Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise".

4.2. The EC in its meeting dated 19.08.2025 decided to seek clarification from the bidder M/s SPS Construction India Pvt. Ltd. as to why the non-reporting of the failure of the Aguwani-Sultanganj Bridge should not be considered a deliberate concealment of fact amounting to material misrepresentation under Clause 2.6.3, and why the bidder should not be declared non-responsive as per Clause 2.6.3 and Clause 2.1.14 of the RFP. As well as from the Bihar Rajya Pul Nirman Nigam Ltd., Govt. of Bihar under whose jurisdiction the Aguwani-Sultanganj Bridge in Bihar is being constructed, regarding: (i) the date of collapse of the bridge, (ii) the action taken against the contractor, (iii) whether the collapsed bridge is located on a National Highway, and if not, the category/nature of the road on which it falls, and (iv) the role and responsibility of the contractor in respect of the failed bridge.

5. Later, the meeting of EC convened on 26.08.2025, after receiving clarification from the bidder M/s SPS Construction India Pvt. Ltd., vide its letter no. SPS/T-2517/04 dated 22.08.2025, and Bihar Rajya Pul Nirman Nigam Ltd., Government of Bihar, vide letter no. BRPNL/WC2-3741(WI) dated 25.08.2025. The EC reviewed the said submissions and observed that the Aguwani-Sultanganj Bridge does not pertain to Expressway works/ National Highway works/ EI&ISC works of the Ministry of Road Transport & Highways or its implementing agencies (NHAI/NHIDCL/State PWDs) and that the collapses had occurred (i.e., on 30.04.2022 and 04.06.2023) more than two years prior to the bid due date of the subject work (i.e., 28.07.2025). Accordingly, the EC concluded that the said case does not fall under the category at Sl. No. 6 of Annexure-I of Appendix-IA of the RFP, which states:

"6(a) I/We certify that in the last two years, we/any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
(b) I/We certify that we/any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and have furnished the complete details."

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Read with Clause 2.1.14 of the RFP, the EC noted compliance with the requirements of Clause 2.6.3 and Clause 2.1.14 of the RFP in respect of the bidder M/s SPS Construction India Pvt. Ltd.

6. However, during deliberations on eligible projects of the JV members of the M/s Ashoka Buildcon Ltd.-Aakshya Infra Projects Pvt. Ltd. Joint Venture (JV), certain issues came to the notice of EC regarding the list and technical scores claimed by the JV member from the eligible projects submitted for evaluation of technical capacity as per clause 2.2.2.2. and 2.2.2.4 (i) of the RFP, in its tender documents, the EC noted the following:

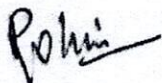
- (i) Non-submission of approved subcontracting letters from the authority indicating the percentage of subcontracted work for Project Codes A, C and D;
- (ii) Discrepancy between JV share (49%) and payments received (70.47%) in Project Code B, along with requirement of takeover agreement/ supporting documents relating to M/s Gaurav Enterprises and;
- (iii) Duplication of the same work under Project Codes B and C, requiring clarification on its consideration as two eligible projects.

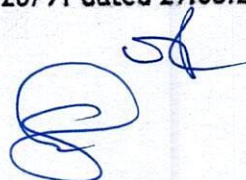
Hence, the EC directed to seek clarification from the bidder M/s Aakshya Infra Projects Private Limited as well as from the concerned agencies involved in the said project works. Accordingly, information were sought from the said bidder and reply was received.

7. In addition to the above, a representation was received from M/s Aakshya Infra, vide letter no. NIL and dated NIL, addressed to the Hon'ble Minister (RT&H). The representation reported an incident that occurred on 25.08.2025 in Prayagraj, wherein a heavy pre-constructed bridge component being transported for the new six-lane Ganga Bridge toppled into the river during handling. This incident occurred during the transportation of one segment on the Barge in the project titled "*Construction of New Six-lane Bridge including its approaches across River Ganga on NH-96 (New NH-330) at Phaphamau, Prayagraj in Uttar Pradesh*" being executed by M/s SPS Construction India Pvt. Ltd. Further, the said firm prayed to decline award to M/s SPS Construction India Pvt. Ltd. in the present tender, by exercising discretion under Clause 2.1.14 (xi)/(xiii) of the RFP, in the interest of public safety. The firm supported its request on the grounds of:

- (a) the MoRTH-funded Prayagraj NH bridge incident on 25 August 2025 (mentioned above) and ;
- (b) the repeated Ganga-bridge collapses under the same firm's execution in recent years.

8. The Evaluation Committee (EC) reviewed the issues outlined in para- 6 and 7 above, during the present meeting. In this context, a clarification was also received from M/s Ashoka-Aakshya JV, vide their letter no. ABL/BD/MoRTH/EPC/Brahmaputra Bridge/2025-26/91 dated 29.08.2025, which was



taken into consideration during the deliberations. The EC noted that the other JV member of the M/s Ashoka-Aakshya JV viz. M/s Aakshya Infra Projects Private Limited was having 4 nos. of eligible projects for evaluating the technical capacity requirement in their submitted bid documents, as per clause 2.2.2.4 (i) of the RFP which stipulates "The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 40% requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt, it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e., JV shall cumulatively/collectively fulfill the 100% requirement." This clause mandated other JV member to have a technical capacity of atleast Rs. 240.20 Cr. The Evaluation Committee (EC) observed the following with respect to the submissions (Additional Documents) made by the bidder M/s Aakshya Infra Projects Private Limited:

- i. For Project Code-A, the bidder had submitted the approval of subcontracting from the competent authority.
- ii. For Project Code-B, the bidder submitted the work order from the authority, indicating a 49% JV share of M/s Aakshya Infra Projects Private Limited.
- iii. For Project Code-C, the bidder stated that the work was executed as a back-to-back subcontract from M/s Ashoka Buildcon Ltd.
- iv. For Project Code-D, no clarification documents were submitted by the bidder.

8.1. As per clause 2.2.2.5 (iii) (b) (i) "In case of projects executed by applicant under category 3 and 4 as a member of Joint Venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2. In case Statutory Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2." The EC observed that even if the works with Project Code- C and Project Code -D is not considered, the technical capacity of the M/s Aakshya Infra Projects Private Limited was working out as Rs. 301.42 Cr. which is greater than the required (i.e., Rs. 240.20 Cr.) as per clause 2.2.2.4 (i) of the RFP. Hence, the EC noted compliance with the requirements of said clause of the RFP in respect of the bidder M/s Ashoka Buildcon Ltd.-Aakshya Infra Projects Pvt. Ltd. Joint Venture (JV).

8.2. In respect of the representation received against M/s SPS Construction India Pvt. Ltd., the Evaluation Committee (EC) noted that the toppling of the heavy pre-constructed bridge component occurred during the transportation of one of the segment, and not after the erection of the bridge, nor did it constitute a structural

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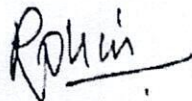
collapse. Accordingly, the EC did not find any grounds to disqualify the bid of M/s SPS Construction India Pvt. Ltd. under Clause 2.1.14 of the RFP.

9. Thus, EC declared the bids of 3 Nos. of bidders as technically responsive and recommended proceeding with the opening of their financial bids, following due procedure and subject to approval of the competent authority. Accordingly, the technically qualified bidders may be requested to submit the updated Bid Capacity as per the requirement of Clause 2.2.2.1 of the RFP, by the day prior to the scheduled date (to be updated in the CPP Portal) of opening of financial bids.

10. All the bidders have been found technically responsive by the EC. The list of technically responsive bidders is as follows:

- i. M/s Larsen & Toubro Limited.
- ii. M/s SPS Construction India Pvt. Ltd.
- iii. M/s Ashoka Buildcon Ltd.-Aakshya Infra Projects Pvt. Ltd. Joint Venture (JV).

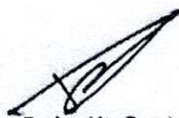
The meeting ended with thanks to the chair.



(Rohin Kumar Gupta)
Superintending Engineer (Zone - West)
MoRT&H



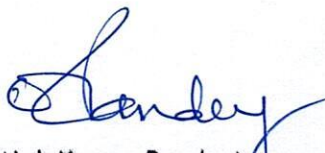
(Lalatendu Behera)
Superintending Engineer (Zone NE)
MoRT&H



(Debajit Das)
Chief Engineer (NH Works),
PWD, Assam



(Sudhir Kumar Jaiswal)
Advisor (Cost), IFD
MoRT&H



(Alok Kumar Pandey)
Chief Engineer (Zone NE)
MoRT&H